

April 25, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a revenue service agreement with Ride Connection for operations of Transportation Reaching People. Agreement value is \$211,717 for two years. Funding is through TriMet General Fund. No County General Funds are involved.

Previous Board Action/Review	Briefed at issues, 4/23/2024		
Performance Clackamas	1. Build a strong infrastructure by providing transportation alternatives. 2. Ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
Counsel Review	Yes – AN 04/03/24	Procurement Review	No
Contact Person	Brenda Durbin	Contact Phone	503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing, and Human Services requests approval of a revenue agreement with Ride Connection, Inc. This agreement provides funding for rides that originate inside the TriMet service district. All rides are provided throughout the County by members of the Clackamas County Community-based transportation network. This agreement provides funding for the volunteer-based services provided inside the TriMet district. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 65 living in Clackamas has access to transportation services either through their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers in Estacada, Gladstone, Lake Oswego, Milwaukie, and Oregon City provide rides in lift-equipped mini-buses and/or vans to residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. The TRP program utilizes this funding to provide rides provided by volunteer drivers driving their privately owned autos. TRP includes transportation throughout the County and to medical facilities located in the Portland metro area. The majority of TRP rides are for medical transportation or personal business. TRP’s rides for residents to conduct other personal business include accessing food banks

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and grocery stores. All programs generally offer transportation on weekdays between 8:00 am and 5:00 pm.

This agreement is late because Ride Connection could not release agreements to its sub-recipients until TriMet released its agreement and approved the subrecipient agreements issued by Ride Connection.

No match is required for these funds. No County General Funds are involved.

The Clackamas County Transportation Consortium will deliver approximately 15,500 rides with this funding.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney A. Cook".

Rodney A. Cook
Director of Health, Housing and Human Services

**SERVICES AGREEMENT #19002
BETWEEN**

Ride Connection, Inc and Clackamas County, by and through its Health, Housing and Human Services Department Social Services Division

I. PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient")
2. Clackamas County, by and through its Health, Housing and Human Services Department Social Services Division ("Subrecipient" or "Contractor")

II. RECITALS:

1. The amount apportioned in this agreement under Section 5310 was authorized under the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and is based on funding made available under the Consolidated Appropriations Act, 2022 (Pub.L. 117-03, March 15, 2022). Funding was established for programs that supports transportation services planned, designed and carried out to meet the special transportation needs of older adults and individuals with disabilities in all areas.
2. Ride Connection and Subrecipient enter into this agreement for the accomplishment of stated projects set forth in Exhibit A, which is attached hereto and made part of this agreement.

III. AGREEMENTS:

1. General

- A. This Agreement consists of this document and other documents referenced herein.
- B. Subrecipient is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Terms and Conditions, attached as Exhibit B. Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they may be modified or amended from time to time. Subrecipient must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Subrecipient's independent obligation to follow all applicable laws as required by this section.
- C. Subrecipient agrees to implement the activities described in Exhibit A, in accordance with the terms of those requirements.
- D. Subrecipient agrees that Ride Connection's right of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems and any associated records, relating to its work under this Agreement. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subrecipient shall not enter into subcontracts or sub agreements for performance of work under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement. Regardless of any subcontract entered into, Subrecipient agrees that any subcontractor performing services

under this Agreement shall comply with the requirements of this Agreement Including Federal Transit Administration third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier.

- (1) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations. "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
 - (2) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.
 - (3) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- F. This Agreement is a covered transaction for purposes of 49 CFR Part 29. By signing this Agreement, Subrecipient makes a material representation of fact relied upon by Ride Connection that Subrecipient has complied with 49 CFR Part 29. If it is later determined that Subrecipient knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to Ride Connection, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Subrecipient is required to comply with 49 CFR 29, throughout the term of this Agreement, and must include the requirement to comply with 49 CFR Part 29, in any lower tier covered transaction it enters into.
- G. The Lobbying Certificate attached hereto as Exhibit D, and the Non-Discrimination Assurance set forth as Exhibit E are incorporated into and made part of this Agreement.

2. Inspection of Records and Services

- A. Subrecipient shall maintain intact and readily accessible, a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final

expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to and shall provide a copy of records maintained by Subrecipient under this Agreement.

- B. Subrecipient shall follow the requirements stated In the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to an audit conducted in accordance with requirements under 2 CFR 200. Subrecipient shall electronically or mail, at Subrecipient's own expense, the annual audit covering the funds expended under this Agreement and any annual audit of its subcontractor or subrecipient responsible for the financial management of funds received under this Agreement, to the following address:

contracts@rideconnection.org

A copy of any finding or management letter that accompanies an annual audit and Subrecipient's (or Subcontractor's) response must also be submitted to Ride Connection.

- C. Subrecipient further agrees to include in any third-party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.
- D. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third-party contract under this Agreement a provision to this effect.
- E. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars, or directives. Subrecipient agrees to include in any third-party contract under this Agreement a provision to this effect.

3. Invoicing

- A. Subrecipient shall submit, no more frequently than monthly, invoices to Ride Connection for project expenses incurred. Additional documents should be included to support costs charged to the Federal project, to ensure costs are allowable, necessary and reasonable and are properly allocable. Invoices should identify and segregate costs (direct costs, indirect costs and administrative costs). If payroll related costs are to be billed, Subrecipient will provide support that salaries/wages were based on records that reflect the work actually performed (e.g. timecards) and include their hourly wages and fringe rates, if applicable, for recalculation of costs. Wages and benefits should be shown as two separate line items on each billing. If charges are non-payroll related, Subrecipient will provide supporting documentation such as receipts or third-party invoices.
- B. All invoices shall be submitted electronically to reporting@rideconnection.org.

4. Matching Funds

Federal funding used in this Agreement requires that either 50% of the net cost of operating activities or 20% of the net cost of capital activities, be provided by local sources. TriMet will provide the required match for these funded activities by using its General Funds, paid under this Agreement.

5. Withholding of Funds

Ride Connection may withhold payment of funds if the funds are not being used in accordance with this Agreement, if all required reporting has not been submitted, or if there are any unresolved audit findings relating to the Subrecipient's performance. Subrecipient shall ensure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet, the FTA or otherwise incur costs from TriMet, FTA withholding of funds, and subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any reasonable additional costs or expenses incurred by Ride Connection.

6. Indirect Cost Rate

Up to 10 percent of the recipient's total fiscal year Section 5310 apportionment may be used to fund program administration costs. Guidance on eligible costs can be found under 2 CFR 200 - Uniform Guidance.

Ride Connection elects to pass through these eligible program administrative costs to the Subrecipient, for administration, planning or technical purposes. Until such time as Clackamas County, by and through its Health, Housing and Human Services Department Social Services Division receives an approved Indirect Cost Rate (ICR), Subrecipient may choose to use the de minimis rate of 10% to recover administrative costs that are not directly traceable to a particular project/program. This rate applies to activities referenced on Exhibit A, which are funded with Federal or TriMet's General Funds used as match.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the de minimis rate in the future, Ride Connection may review the proposal to ensure compliance with Uniform Guidance requirements and/or negotiate with the Subrecipient if FTA requirements (Circular 9070.1G) allow for a higher rate.

The approved indirect cost rate or de minimis rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

7. Vehicle/Operator Requirements

Subrecipient shall ensure that all drivers of equipment have a valid driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Subrecipient shall perform criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for operators.

8. Traditional 5310 Projects

FTA requires that no less than 55 percent of Section 5310 funds be used for Traditional Section 5310 projects – those public transportation capital projects planned, designed and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable or inappropriate. Eligible projects for the required 55% include the capital cost of contracting for the provision of transit services for seniors and individuals with disabilities and other specialized shared-ride transportation services as well as other activities referenced under FTA Circular 9070.1G (eff. 07/07/2014).

Subrecipient shall work with the communities served and potential provider(s) to make any necessary changes to services to continue meeting the needs of the community served. However, if changes are needed, Subrecipient will notify Ride Connection in writing of any planned or unplanned changes before implementation, to ensure they are consistent with requirements of the contract and funding source.

9. Reporting Requirements

Subrecipient shall report monthly to Ride Connection the information required in Exhibit F.

10. Independent Contractor/Indemnification

- A. Subrecipient is an independent subrecipient for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used In ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.
- B. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Subrecipient agrees to fully indemnify, hold harmless and defend the State of Oregon, TriMet, Ride Connection, and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement.
- C. Subrecipient agrees to include in any third-party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend the State of Oregon, TriMet, Ride Connection, and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- D. Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, or Ride Connection and will not purport to act as legal

representative of same, without the prior written consent of the Oregon Attorney General TriMet, or Ride Connection.

11. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2).

12. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall require any subcontractors it uses to agree to comply with the insurance requirements provided below. Prior to commencement of work under this Agreement, Subrecipient shall furnish to Ride Connection a certificate(s) of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272.

- B. Subrecipient and Subrecipient's subcontractors shall be responsible for payment of all premiums and deductibles. Subrecipient and Subrecipient's Contractors shall maintain insurance of the types and in the amounts described below:
- (1) Commercial General Liability (CGL) Insurance with a limit of not less than \$2,000,000 each occurrence.
 - (2) Business Auto Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non- owned autos).
 - (3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily Injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
 - (4) The insurance required under this Paragraph shall:
 - a. Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - b. Require the insurer to give Ride Connection and the Subrecipient not less than thirty (30) days' notice prior to termination or cancellation of coverage.

Self insurance in the required limits shall satisfy this provision.

13. Termination

Termination by Ride Connection. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection in such written notice, under any of the following conditions, but not limited to those conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- E. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- F. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Termination by Subrecipient. Subrecipient may terminate this Agreement or terminate or suspend any specific Project funded by this Agreement, effective upon delivery of written notice of termination to Ride Connection within 30 days, or at such later date as may be established by Subrecipient in such written notice, if:

- A. The requisite local funding to continue the Project becomes unavailable or untimely to Subrecipient: or
- B. ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

14. Compliance with Laws

Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations applicable to the project hereunder.

15. Funding

The maximum funding to be disbursed to Subrecipient during the base term of this agreement is \$211,717 for the projects set forth in Exhibit A, which is attached hereto and made part of this agreement. Funding estimates are based on expenses listed in Exhibit A, which is attached hereto and made part of this contract.

16. Term

This Agreement shall be effective upon execution and shall expire on June 30, 2024. The parties acknowledge that Work (defined below) has been performed pursuant to this Agreement prior to its execution and hereby ratify the Work performed beginning on July 1, 2023, through execution of this Agreement, in accordance with the terms of this Agreement. Subrecipient may seek reimbursement for eligible expenditures from 07/01/2023 through 06/20/2024.

17. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Ride Connection:

John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:

Kristina Babcock
Clackamas County, by and through its Health,
Housing and Human Services Department
Social Services Division
2051 Kaen Rd
Oregon City, OR 97045-1819

18. No Third-Party Beneficiary

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

19. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void and shall constitute grounds for immediate termination by Ride Connection.

20. Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and the venue of the Multnomah County Circuit Court.

21. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services

performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded.

Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.

- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. Arbitration - In the event that the parties are unable to settle the dispute through negotiation and mediation as set forth above, either party may seek final resolution through binding arbitration of the Arbitration Service of Portland, Inc. for one arbitrator. The arbitrator's decision shall be binding, final, and enforceable by any court with appropriate jurisdiction in accordance with the Rules of the Arbitration Serviced of Portland, Inc.

22. Entire Agreement/Authority

This Agreement and the Attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

23. CERTIFICATE OF OREGON TAX LAW COMPLIANCE

By executing this Contract, Contractor hereby certifies, under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are state taxes Imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118,314,316,317,318,321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

RIDE CONNECTION, INC.

CLACKAMAS COUNTY

Signature

Julie Wilcke Pilmer
Printed Name

Chief Executive Officer
Title

Date

Commissioner: Tootie Smith, Chair
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull
Commissioner: Ben West

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date: _____

Approved for legal sufficiency:

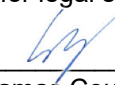
By:  _____ Date: 04/04/2024
Clackamas County Counsel

EXHIBIT A

Clackamas County Social Services
Contract No. 19002

SCOPE OF WORK

July 1, 2023

Project Title: Volunteer Demand Response Service

Project Description:

Volunteer Transportation Programs - Organizations that work with volunteer drivers can receive funds to support their volunteer management activities and be reimbursed for operational expenses such as; fuel, mileage reimbursement for volunteer drivers using their own vehicles, etc.

The goods and/or services to be provided by Clackamas County, as a Ride Connection Service Partner include, but are not limited to the following:

A Participate in Cost Savings Activities:

Service partners agree to participate in coordination activities with Ride Connection and other service partners in the network to meet the demand for service in a cost effective manner.

B Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

F Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

EXHIBIT A

- G Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M Provide Ride Connection with back up documentation for billing line items upon request.
- N Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O Attend regular coordination and training meetings to be conducted by Ride Connection.
- P Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q Notify Ride Connection immediately of unusual conditions that will affect the delivery of services.
- R Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- U Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- V Provide service throughout the contract term.

EXHIBIT A

Funding Source Definitions and Restrictions

TriMet

TriMet funding is a local funding source contributed by the Tri-County Metropolitan Transit District. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

Project Funding, Duration and Performance Goals

Clackamas County, or its subcontractors will report all rides, including those paid for with Agency Other money, to Ride Connection

Project	Agency	Performance Goal	Funding Source	Project Amount	Grant Amount	Match
Volunteer Demand Response	Clackamas County Base Service In District	3,416 rides/month	TriMet General Fund	\$211,717	\$211,717	\$0
Totals:				\$211,717	\$211,717	\$0

Service Areas

Project	Service Area
Operations- Clackamas County Base Service (In district)	All of Clackamas County inside the TriMet District

Service Days and Times

Project	Service Day(s)	Service Hours
Volunteer Demand Response (In district)	M-F	8:00 AM – 5:00 PM

Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Volunteer Demand Response (In district)	Older Adults and People with Disabilities	Door to Door, Door through Door

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FEDERAL REQUIREMENTS

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or

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cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding

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\$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

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1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

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Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal

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funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by

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- Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
 - d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DEBARMENT AND SUSPENSION

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The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime

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contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary

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of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

- a) Definitions. As used in this clause—
 - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
 - 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international

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air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal

EXHIBIT B

Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government

EXHIBIT B

reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of

EXHIBIT B

payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

EXHIBIT B

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

EXHIBIT B

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

EXHIBIT B

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent,

EXHIBIT B

and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

EXHIBIT B

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

EXHIBIT C

Contract #19002

PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS:

In accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200, Subpart D, Section 332), the following information is required of Ride Connection to communicate clearly in all its subawards:

1. Subrecipient Name: ***Clackamas County, by and through its Health, Housing and Human Services Department Social Services Division***
2. Subrecipient's Unique Entity ID (SAM): ***NVWKAVB8JND6***
3. Federal Program or Title: ***Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program- Section 5310***
4. Federal Catalogue (CFDA) Number and Name: ***20.513 - Enhanced Mobility of Seniors and Individuals with Disabilities Program***
5. Federal Award Identification Number (FAIN): ***To be determined as of 01/08/2024***
6. Expected Federal Funding to the Subrecipient: ***\$211,717***
7. Subaward Period of Performance (start and end dates): ***7/1/2023 - 6/30/2024***
8. Federal Award Date: ***To be determined as of 01/08/2024***
9. Award R&D: ***No***
10. Approved Indirect Cost Rate or De Minimis Rate: ***Zero (0.0)***
11. Name and Contact Information of Federal Awarding Agency (and pass-through agency if different):

TriMet
Budgets and Grants
1800 SW 1st Avenue
Portland, OR 97210

U.S. Department of
Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

U.S. Department of
Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

EXHIBIT C

Contract #19002

12. Federal award project description: See description on Exhibit A of contract.
13. Federal laws, regulations or circulars that is expressly applicable to the funding source and project (but not limited to):
- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23)-The FTA Master
 - B. Agreement contains the standard terms and conditions that apply to the underlying Agreement.
 - C. Grant Management Requirements (Circular 5010.1 E) - These requirements are intended to assist recipients in administering FT A-funded projects and in meeting award responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of federally assisted awards.
 - D. Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 9070.1G) - This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under U.S.C. 5310.
 - E. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Title 2 -Grants and Agreements; Subtitle A - Office of Management and Budget Guidance for Grants and Agreements; Chapter II - Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non- Federal entities under Federal awards. The principles are designed to provide that Federal awards bear their fair share of costs.
14. Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting

On September 26, 2006, the Federal Funding Accountability and Transparency Act (FFATA) was signed. The intent was to empower every American with the ability to hold the government accountable for each spending decision and to reduce wasteful spending in the government. As the Federal prime awardee, Tri-County Metropolitan Transportation District of Oregon (TriMet) is required to report certain information on first-tier subawards equal to or greater than \$25,000. That information will be made available to the public via a single, searchable website, which is www.USASpending.gov. TriMet is also required to file a FFATA subaward report by the end of the month following the month in which TriMet executes the subaward.

Legal entity name: Clackamas County, by and through its Health, Housing and Human Services Department Social Services Division

EXHIBIT D

Contract #19002

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for Influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress In connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering Into of any cooperative agreement, and the extension, Continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for Influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress In connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," In accordance with Its Instructions.
3. **The undersigned shall require that the language of this certification be Included In the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification Is a prerequisite for making or entering Into this transaction Imposed by section 1352, title 31, U.S. Code. Any person who falls to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Clackamas County, by and through its Health, Housing and Human Services Department Social Services Division

Signature: _____

Name (print): _____

Title: _____

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT E

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

EXHIBIT E

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49
7. U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4 702.1 A "Title VI and Title VI-Dependent Guidelines for FTA Recipients" as a subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 C FR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

The contract, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the 20 of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to the Service Data Specialist:

Fax (503) 528-1755

partner_reporting@rideconnection.org